

General Terms and Conditions of Purchase of Sieveo GmbH

1. General, scope of application

- 1.1 Our General Terms and Conditions of Purchase apply exclusively to all business relations with our Suppliers ("**Supplier**"); we do not accept any terms and conditions of the Supplier that conflict with, or deviate from our Terms and Conditions of Purchase unless we have explicitly consented to their application in writing. Our Terms and Conditions of Purchase also apply in the case that we, while being aware of the Supplier's conflicting or deviating terms and conditions, accept delivery from the Supplier without reservation or if the Supplier refers to its Terms and Conditions within the scope of its order confirmation and we do not expressly object to this.
- 1.2 Our Terms and Conditions of Purchase only apply to entrepreneurs ("*Unternehmer*" in terms of § 14 BGB – German Civil Code), legal entities under public law and public law special funds ("*öffentlich-rechtliche Sondervermögen*").
- 1.3 Our Terms and Conditions of Purchase apply in particular to contracts for the sale and/or delivery of movable goods ("**Goods**"), irrespective of whether the Supplier manufactures the Goods itself or purchases them from Suppliers (§§ 433, 650 BGB). Unless otherwise agreed, our Terms and Conditions of Purchase shall apply in the version valid at the time of our order or in any case in the version last notified to the Supplier in text form as a framework agreement also for similar future contracts, without us having to refer to them again in each individual case.
- 1.4 Individual agreements made with the Supplier in individual cases (e.g. framework supply agreements or quality assurance clauses) and details in our purchase order) shall have priority in any case. In case of doubt, commercial clauses shall be interpreted in accordance with the Incoterms issued by the International Chamber of Commerce in Paris (ICC) in the version valid at the time of conclusion of the contract.
- 1.5 Legally relevant declarations and notifications by the Supplier with regard to the contract (e.g. setting of deadlines, reminders or withdrawal) must be made in writing. Written form within the meaning of our Terms and Conditions of Purchase includes written and text form (e.g. letter, e-mail, fax). Legal formal requirements and further proof, in particular in the case of doubts about the legitimacy of the person making the declaration, shall remain unaffected.
- 1.6 Insofar as reference is made below to the applicability of statutory provisions, this shall only be for clarification purposes. Even without such clarification, the statutory provisions shall therefore apply unless we have directly amended or expressly excluded them in our Terms and Conditions of Purchase.

2. Enquiries, offers, orders

- 2.1 Our Terms and Conditions of Purchase also apply to our enquiries. Our enquiries are non-binding.
- 2.2 The Supplier when submitting its offer is obliged to adhere to our enquiry and to explicitly point out deviations, if any, from the specifications in our enquiry. Offers are prepared and submitted at no expense to us and do not create any commitment on our part. We will not pay remuneration for visits, the drafting of plans, drawings and the like without an appropriate written agreement.
- 2.3 Our orders are only binding when issued or confirmed in writing.
- 2.4 Unless we have explicitly waived order confirmation, the Supplier is obliged to confirm to us each order in writing within a period of two (2) weeks, thereby stating the binding delivery time. Late acceptance of our order or acceptance subject to changes is deemed to constitute a new offer for contract conclusion and requires acceptance by us.

3. Prices and terms of payment

- 3.1 The prices stated in the order are binding and do not include statutory value-added tax (VAT).
- 3.2 Unless agreed otherwise from time to time, the price is deemed to include any and all performance and services and additional ancillary services provided by the Supplier as well as all ancillary costs (e.g. appropriate packaging and transport costs including, where applicable, transport and liability insurance).
- 3.3 Payment is made by us either within fourteen (14) days less 2 % discount or within thirty (30) days without deduction, unless otherwise agreed from time to time. The payment period starts upon receipt of a proper invoice or, if the Goods arrive after receipt of the invoice, upon arrival of the Goods (including any agreed formal approval). Our payments are deemed to be made in time if our remittance order is received by our bank before the expiry of the payment period.
- 3.4 In no case we are liable to pay interest from the due date ("*Fälligkeit*" in terms of German commercial law). In the case of default of payment, the statutory provisions apply. However, default of payment on our side requires the Supplier to issue a payment reminder in any case.

4. Set-off, right of retention, assignment

- 4.1 We are entitled to rights of set-off and retention as is provided for by law. The Supplier is only entitled to invoke a right of set-off or retention if and to the extent that the claim asserted by it is undisputed or has been acknowledged by us or has been established by a final non-appealable court decision (*res judicata*).
- 4.2 Any assignment of claims which may be asserted against us requires our explicit written consent.

5. Delivery time

- 5.1 The delivery time indicated in our order is binding. If no delivery time has been stated in the order and has not been otherwise agreed upon either, it is deemed to be one (1) week from contract conclusion. The Supplier is obliged to inform us in writing without undue delay ("*unverzüglich*") in the event that he will presumably be unable to comply with the agreed delivery time for any reason whatsoever.
- 5.2 If the Supplier fails to perform or fails to perform within the agreed delivery time or if the Supplier is in default, we are entitled to the rights and claims provided for by law, including but not limited to the right to withdraw from the contract and the right to claim damages. The provisions in Article 5.3 remain unaffected.

- 5.3 If the Supplier is in default of delivery, we are entitled to claim liquidated damages for default in the amount of 1 % of the net price for each full week of default, limited, however, to a maximum of 5 % of the net price of the Goods delivered late. We reserve any further or additional statutory claims whereby in this case the aforesaid liquidated damages will be set off against such claims. The Supplier is entitled to demonstrate and prove that, as a result of the default, we did not incur any damage at all or only less damage than the aforesaid liquidated damages. In such case, the liquidated damages shall then be reduced accordingly.

6. Delivery, place of performance ("**Erfüllungsort**"), Suppliers' declaration

- 6.1 Unless agreed otherwise, without our consent the Supplier is not entitled to engage third parties (e.g. sub-contractors) to provide the deliveries, work or services which the Supplier is obliged to provide to us.
- 6.2 Delivery is to be made DDP (Delivered Duty Paid) according to the Incoterms 2020 or the respective version thereof valid at the time, unless otherwise agreed.
- 6.3 The place of performance for the delivery obligation is the place/centre of receipt designated by us ("*Bringschuld*" in terms of German law). If no specific place of performance has been explicitly indicated, the place of performance is deemed to be our registered office in Siegen.
- 6.4 If not agreed otherwise, the passing of risk ("*Gefahrübergang*" in terms of German law) to us shall take place upon delivery at the agreed place of receipt. If and to the extent that a formal approval of the Goods ("*Abnahme*" in terms of German law) has been agreed to, the passing of risk to us takes place upon such formal approval. In such case, apart from the passing of risk, the statutory provisions of the law on contracts for work and services ("*Werkvertragsrecht*" in terms of German law) shall apply to the formal approval accordingly. If we are in default of acceptance ("*Annahmeverzug*" in terms of German law), this shall be equivalent to handover or formal approval.
- 6.5 All consignments need to be accompanied by a packing slip and a delivery documents stating our order number as well as the item description and item number. In addition, a separate advice of dispatch shall be sent to us by post. If the Supplier fails to comply with any one or several of these requirements, any delay resulting therefrom is not imputable to us.
- 6.6 The statutory provisions shall apply to default of acceptance on our part. However, the Supplier is obliged to explicitly offer performance even if a determined or determinable calendar time has been agreed upon for any act, cooperation or assistance to be undertaken or provided by us. If we are in default of acceptance, the Supplier is entitled to claim reimbursement of any additional expenses incurred by him as a result thereof, in accordance with the statutory provisions (§ 304 BGB). If the contract is about non-fungible Goods to be manufactured by the Supplier (custom-made items), the Supplier shall only be entitled to claim further rights if we have undertaken to cooperate or assist and the failure to do so is imputable to us.
- 6.7 The Supplier is obliged to submit a (long-term) Supplier's declaration for Goods with or without preferential origin status in the prescribed form upon request at the latest with the first delivery.

7. Inspection, notice of defects

- The statutory provisions (§§ 377, 381 HGB – German Commercial Code) shall apply to the commercial duty to inspect and give notice of defects with the following proviso: Our obligation to inspect the goods upon receipt shall be limited to defects which are apparent upon external inspection, including inspection of the delivery documents, or which are readily apparent upon a minimum superficial inspection. (e.g. transport damage, wrong and short delivery). If formal approval has been agreed, there is no obligation to inspect incoming goods. In all other respects, it shall depend on the extent to which an inspection is reasonable in the ordinary course of business, taking into account the circumstances of the individual case. Our obligation to give notice of defects discovered later shall remain unaffected. Irrespective of our obligation to inspect the goods, our notice of defects shall in any case be deemed prompt and timely if it is sent within five (5) working days after discovery or, in the case of obvious defects, after delivery.

8. Warranty and liability

- 8.1 In the case of a defect in quality or title of the Goods (including wrong and short delivery as well as improper assembly/installation or defective instructions) and in the case of any other breach of duty by the Supplier the statutory law shall apply and - exclusively in our favor - the following supplements and clarifications apply..
- 8.2 Pursuant to the statutory provisions, the Supplier is in particular liable that the Goods (i) have the agreed quality at the time of the passing of the risk, (ii) correspond to the current state of the art, (iii) are marketable in the country of destination, and (iv) do not violate the statutory provisions of the country of destination.
- 8.3 In the case of Goods with digital elements or other digital content, the Supplier shall owe the provision and updating of the digital content in any case to the extent that this results from a quality agreement pursuant to Article 8.2 or other product descriptions of the manufacturer or in its order, in particular on the Internet, in advertising or on the product label.
- 8.4 Unless agreed otherwise, those product specifications which – in particular by naming or referencing our order – have become part of the respective contract or have been included in the contract in the same way like the present Terms and Conditions of Purchase shall determine the agreed quality in the aforesaid meaning. In this regard, it does not matter whether the product specifications stem from us or from the Supplier or from the manufacturer. We do not waive any warranty claims by accepting or approving any samples or specimens submitted.
- 8.5 The Supplier warrants that the products and services supplied by it comply with all relevant environmental protection requirements, in particular with the ROHS Directive and the REACH Regulation, as well as with the current state of the art for energy efficiency. Further requirements may be specified in the order, which must then be fulfilled.

- 8.6 The costs incurred by the Supplier for subsequent performance ("*Nacherfüllung*" in terms of German law) (including any cost of de-installation/disassembly and re-installation/reassembly as well as transport, travel, labor and material costs) shall be borne by the Supplier. This also applies if it turns out that the Goods are actually non-defective. In the case that our request for defect remedy proves to be unjustified, we can only be held liable for damages if we actually were aware or unaware by gross negligence that the Goods were non-defective.
- 8.7 If the Supplier fails to meet its obligation to provide subsequent performance – at our discretion either by remedying the defect (subsequent remedy) or by delivering a defect-free item (substitute delivery) – within a reasonable grace period set by us, we will be entitled to remedy the defect ourselves and claim from the Supplier reimbursement of the respective expenses or claim payment of an appropriate advance, respectively. If subsequent performance by the Supplier has failed or is unreasonable for us (e.g. because of the special urgency of the case, threats to the operational safety or threatening occurrence of unreasonable damage), we do not need to grant a grace period; we will inform the Supplier of such circumstances immediately, if possible, in advance.
- 9. Recourse to the Supplier**
- 9.1 Without restriction, we are entitled to assert any recourse and/or reimbursement claim within the supply chain to which we are entitled by law (recourse to Supplier according to §§ 445a, 445b, 478 and §§ 445c, 327 Abs. 5, 327u BGB) in addition to our rights and claims for defects. In particular, we are entitled to claim from the Supplier exactly that type of subsequent performance (subsequent remedy or substitute delivery) which we are obliged to provide to our customer; in the case of Goods with digital elements or other digital content, this also applies with regard to the provision of necessary updates. Our right stipulated by law to choose the type of subsequent performance to be provided (§ 439 subs. 1 BGB) remains unaffected.
- 9.2 Before we acknowledge or fulfil a claim for defects asserted by our customer (including reimbursement of expenses in accordance with §§ 445a subs. 1, 439 subs. 2, 3, 6 sentence 2, 475 subs. 4 BGB), we will inform the Supplier, including a brief description of the facts, and request a written statement. If a substantiated statement is not provided by the Supplier within a reasonable period of time and no amicable solution is reached, the claim for defects granted by us to our customer shall be deemed as legally owed. However, the Supplier is entitled to prove to the contrary.
- 9.3 We may also assert our recourse claims against the Supplier in the case that the Goods, before they were sold, had been connected or otherwise processed by us, by any of our customers or by any other third party, e.g. by integrating, attaching or installing them into another product.
- 10. Product liability, precautionary measures**
- 10.1 If and to the extent that the Supplier is responsible for a damage caused by the Goods delivered, the Supplier is obliged to indemnify us from any and all third-party claims for damages upon our first request to the extent that the cause for the damage lies within the Supplier's sphere of control and/or organizational responsibility and the Supplier is itself directly liable to the third party.
- 10.2 Within its obligation to indemnify in terms of Article 10.1, the Supplier is also liable pursuant to §§ 683, 670 BGB and §§ 830, 840, 426 BGB for reimbursement of any expenses incurred by us as a result of or in connection with the assertion of claims by third parties. Any other statutory claims remain unaffected.
- 10.3 The Supplier is also obliged to bear the cost of precautionary measures to be taken and compensate for any damage or loss incurred as a result thereof provided that the cause for the precautionary measure lies within the Supplier's sphere of control and/or its organizational responsibility and the Supplier is itself directly liable to the third party. If and to the extent possible and reasonable, prior to taking precautionary measures, we will inform the Supplier about the reason, kind and scope of the intended measure and give it the opportunity to comment thereon. Precautionary measures are measures which do not pertain to certain individual defective products but to a large number of products, such as recall actions.
- 10.4 The Supplier undertakes to take out and maintain product liability insurance with a minimum lump-sum cover of Euro 10 million for each single case of personal injury/damage to property. The Supplier will provide us with a copy of the insurance policy at any time upon our request.
- 11. Limitation**
- 11.1 Limitation of the mutual claims of the contracting parties is governed by the statutory provisions unless stipulated otherwise hereinafter.
- 11.2 In derogation of § 438 subs. 1 No. 3 BGB, the general limitation period for claims for defects is three (3) years from passing of the risk. If and to the extent that a formal approval of the Goods ("*Abnahme*" in terms of German law) has been agreed, the limitation period starts with completion of such formal approval. The 3-year limitation period also applies to claims arising from defects of title, whereby the statutory limitation period for in rem claims for return by third parties (§ 438 subs. 1 No. 1 BGB) remains unaffected. Moreover, claims arising from defects of title do not become time-barred in any case as long as the third party can still assert the right – in particular in the absence of a limitation period – against us.
- 11.3 The statutory limitation periods of the law on the sale of goods, including the above extension, shall apply – to the statutory extent – to all contractual claims for defects. To the extent that we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) shall apply, unless the application of the limitation periods of the law on sales stipulates a longer limitation period in individual cases.
- 11.4 If and to the extent that we are entitled to recourse claims against the Supplier based on the provisions governing recourse to the Supplier (§§ 445a, 478 BGB), the limitation of such recourse claims is subject to § 445b BGB; however, the claims will not become time-barred before the expiry of the period stipulated in Article 11.2.
- 11.5 If the Supplier fraudulently conceals a defect (§§ 438 subs. 3, 634a subs. 3 BGB), if and to the extent that in this case we are also entitled to concurrent contractual and/or non-contractual claims for damages, these claims are subject to the regular statutory limitation period (§§ 195, 199 BGB); however, such claims will not become time-barred before the expiry of the period stipulated in Article 11.2. In any case, the statutory limitation period under the "*Produkthaftungsgesetz*" (German Product Liability Act) remains unaffected.
- 12. IP Rights**
- 12.1 Pursuant to this clause 12.1, the Supplier shall ensure that no intellectual property rights of third parties are infringed by the Goods delivered by him. The Supplier is obliged to indemnify us and hold us harmless from all claims asserted against us by third parties due to such an infringement of intellectual property rights and to reimburse us for all necessary expenses in connection with such claims. However, this shall not apply if the Supplier proves that it is neither responsible for the infringement of intellectual property rights nor that it should have been aware of the infringement at the time of delivery if it had exercised due commercial diligence.
- 12.2 Any further claims for defects of title shall remain unaffected.
- 13. Quality assurance, information duties, code of conduct**
- 13.1 We must be informed in writing of any and all production facilities in which the Goods are manufactured and immediately of any changes of such production facilities. The production facilities must have all certifications specified by us.
- 13.2 In order to ensure a constant and predictable product quality, the Supplier is not allowed to make any changes to the manufacturing processes or procedures, composition, function or appearance of the Goods, raw materials or other components used for the production of the Goods without our prior written consent. We decide at our own discretion whether to grant or refuse such consent.
- 13.3 The Supplier undertakes at its own expense to check and ensure compliance with the product specifications, the legal requirements and the quality of the Goods through constant quality assurance and quality control measures within a conclusive quality assurance concept. The Supplier shall inform us in detail about the type, scope and frequency of the measures upon request.
- 13.4 The Supplier shall inform us immediately after becoming aware of any internal or external incidents, investigations, findings, etc. which show that delivered Goods deviate from the product specifications and/or have and/or could have quality defects and/or the legal conformity or unrestricted marketability is in doubt in any other way. In cases in which there could be a danger to life, limb or health, the Supplier will inform us immediately, but at the latest within two (2) hours after becoming aware of the risk.
- 13.5 We and/or experts appointed by us are entitled to inspect the Supplier's premises and equipment, to check the quality assurance measures and to take samples from the current production of the Goods at any time during business hours. The frequency and scope of these audits shall be at our discretion, taking into account the legitimate interests of the Supplier.
- 13.6 The Supplier shall make its best efforts to ensure that its sub-suppliers also apply and comply with our Code of Conduct or corresponding guidelines of conduct. For the purpose of this provision, a sub-supplier is a party whose activities are necessary for the manufacture of the Supplier's products or for the provision or use of the Supplier's services, irrespective of whether or not the sub-supplier has a contractual relationship with the Supplier or with us.
- 14. Reservation of title**
- The transfer of title of the Goods to us must take place unconditionally and without regard to the payment of the purchase price. If, in individual cases, we accept the reservation of title, the Supplier's reservation of title shall only apply insofar as it relates to our payment obligation for the respective Goods. In this case, we are authorized to resell the Goods in the ordinary course of business even before payment of the purchase price, assigning the purchase price claim to the Supplier. Extended, forwarded and extended to further processing reservations of title are excluded.
- 15. Manufacturing documents and equipment, Tooling**
- 15.1 We reserve ownership, copyright and other intellectual property rights to orders placed by us and to drawings, illustrations, calculations, descriptions and other documents made available to the Supplier. The Supplier may neither make them accessible to third parties nor use or reproduce them itself or through third parties without our express consent. The Supplier shall return these documents to us in full at our request if they are no longer required by the Supplier in the ordinary course of business or if negotiations do not lead to the conclusion of a contract. In this case, any copies made by the supplier shall be destroyed; the only exceptions to this are storage within the scope of statutory retention obligations and the storage of data for backup purposes within the scope of normal data backup.
- 15.2 Tooling and models which we make available to the Supplier or which are manufactured for contractual purposes and which are separately invoiced to us by the Supplier shall remain our property or shall become our property. The Supplier shall mark such items as our property, take care of them, protect them to a reasonable extent against damage of any kind and use them only for the purposes of the contract. Unless otherwise agreed, the contracting parties shall each bear half of the costs of maintenance and repair thereof. However, insofar as these costs are attributable to defects in the items manufactured by the Supplier or to improper use on the part of the Supplier, its employees or other vicarious agents, such costs shall be borne solely by the Supplier. The Supplier shall notify us immediately of any damage to such tooling and models which is not merely insignificant. Upon request, the Supplier shall be obliged to return such items to us in proper condition

if they are no longer required by the Supplier for the performance of the contracts concluded with us.

16. Spare parts

- 16.1 The Supplier is obliged to keep spare parts for the Goods delivered to us available for a period of at least two (2) years after delivery.
- 16.2 If the Supplier intends to discontinue the production of spare parts for the Goods delivered to us upon or after expiry of the period specified in Article 16.1 it shall notify us thereof immediately after the decision on the discontinuation and not later than six (6) months before the discontinuation of production.

17. Force majeure

In the event of force majeure, such as industrial disputes, official measures, shortages of energy or raw materials, transport bottlenecks or obstacles, pandemics, operational hindrances, e.g. by fire, water and/or machine damage or other disruptions in the course of operations for which we are not responsible and which are of considerable impact, we shall be entitled to postpone acceptance of the service for the duration of the event of force majeure or the disruption, provided that we have informed the Supplier immediately of the occurrence of the force majeure. If the event of force majeure or disruption lasting longer than one (1) month, we may withdraw from the contract with regard to the part not yet fulfilled if we have informed the Supplier immediately of the occurrence of the force majeure. Any rights of the Supplier in the event of force majeure shall remain unaffected. Force majeure is any external event caused by elementary forces of nature or by the actions of third parties, which is unforeseeable according to common sense and experience, which cannot be prevented or rendered harmless by economically acceptable means, even by the utmost care reasonably to be expected in the given situation, and which is not to be accepted due to its frequency of occurrence.

18. Confidentiality, place of jurisdiction, applicable law, partial invalidity

- 18.1 The Supplier is obliged to treat all technical and commercial documents provided to it as strictly confidential and to oblige its employees and sub-suppliers accordingly. However, the obligation to maintain secrecy shall not apply to information already generally known to the public or to the Supplier prior to notification by us. The same shall be the case if the information becomes generally known after disclosure without any breach of contract, becomes known to the Supplier by third parties without such third parties breaching a confidentiality obligation, the information is developed independently and without regard to the information provided by us by the Supplier itself or is disclosed by us in public or has to be disclosed due to statutory provisions. Violations will be subject to compensation for damages. Special confidentiality agreements and statutory regulations on the protection of secrets shall remain unaffected.
- 18.2 If the Supplier is a merchant, legal person under public law or a special funds under public law ("*öffentlich-rechtliches Sondervermögen*") as defined by German law, the place of jurisdiction for any and all disputes arising directly or indirectly from the contractual relationship shall be our registered office in Siegen. We are however entitled to take legal action against the Supplier at the place of the Supplier's private or business domicile. Overriding statutory provisions, in particular those concerning exclusive jurisdiction, shall remain unaffected.
- 18.3 The law of the Federal Republic of Germany shall apply. The application of the UN sales law (CISG - United Nations Convention on Contracts for the International Sale of Goods) is excluded.
- 18.4 Should any individual provision of these Terms and Conditions of Purchase or any individual provision of any other agreements be or become void or illegal, the validity of the remaining provisions or agreements shall in no way be affected.

Last revised: 05/2025